



LICENSE TO PERFORM - PLUGGING OF ORPHANED WELL

Owner of Record			Acreage			
Magisterial District		Deed Book No.		Page(s)		
Property Interest ¹		Property Status		County		
Project Name						

As the legal and rightful owner (or authorized agent acting on behalf thereof) (herein "Landowner") of the property identified in the aforementioned records (herein "Property"), I (we) do hereby (1) warrant to the Division that I (we) have the full power, right and authority to grant this license and (2) grant to the DIVISION OF GAS AND OIL, VIRGINIA DEPARTMENT OF MINES, MINERALS AND ENERGY (herein Division), its agents, employees, or contractors, the right to occupy and use, subject to the terms and conditions of this agreement, said Property to survey, prioritize according to condition, and to plug that certain orphaned well known and identified as the

_____, File Number _____, located on the Property, drilled in _____ (herein "Orphaned Well") as required by Va. Code § 45.1-361.40 and the regulations promulgated pursuant thereto (herein "Plugging Activity"). This permission includes the right to enter and to leave the Property, to construct or improve access, to transport such equipment across and upon the Property as the Division may deem necessary to perform the Plugging Activity, and to do all things necessary or expedient to protect the public health, safety, or general welfare.

Entry and Plugging Activity, if any, performed by the Division, its agents, employees, or contractors, is pursuant to the authority granted in the **Virginia Gas and Oil Act** (Act: § 45.1-361.1 et seq., and in particular §§ 45.1-361.3, 45.1-361.27 and 45.1-361.40 of the **Code of Virginia**), as amended and regulations issued thereunder (4 VAC 25-150, Part I, Article 6, Plugging and Abandonment).

I (we) hereby give this license for the length of time necessary to complete the Plugging Activity described in _____ subject to the Landowner's continued ownership and use of the property, which termination date shall in no event be later than _____. In granting this license, the Landowner (Entity) does not waive any rights conferred upon it by virtue of the language contained in the Act, as amended and regulations issued thereunder. The Division does not waive its rights or responsibilities conferred by the Act.

In consideration for this license, the Division, its agents, employees or contractors agree that the following provisions are to be considered a part of the foregoing License:

1. All Plugging Activity hereunder shall be at the sole expense of the Division.

¹ Property Interest - P = Private; C = Company; L = Leaseholder; M = Mineral only; B = Borrow area; D = Disposal area. (enter all that apply.)

2. The entry by Division upon the Property is for the convenience and purposes of the Division and is not upon any business with or for the Landowner.
3. The Division is aware of the fact that while it is about said premises and Property, the business activities of the Landowner, including the movement and operation of machinery and equipment, will be conducted and carried on and that the Division may be nearby to such business activities.
4. The Division accepts all of said premises and Property and the structures, machinery, equipment and facilities therein and thereon in the condition, they now are and from time to time hereafter may be. Provided that this paragraph does not affect enforcement jurisdiction of the Division under the Act for any gas and/or oil operations occurring on such premises. Nothing contained herein will be deemed to be an expressed or implied waiver of the sovereign immunity of the Commonwealth or its duly authorized representatives, agents and/or employees.
5. The Division agrees that it will require any contractor and/or subcontractor utilized to accomplish the Plugging Activity to maintain insurance coverage to protect from any liability for any negligent act or omission on the part of said contractor and/or subcontractor, and to furnish upon request evidence of such insurance to the undersigned landowner(s). All equipment and tools placed upon or within the Property by the Division will remain the property of the Division and may be removed at any time.
6. The Division will, at its expense, substantially restore the Property to its condition prior to changes made by the Division, its agents, contractors or representatives, if any, other than those permanent changes required to accomplish the plugging of the Orphaned Well itself.
7. This assignment shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties.
8. **Additional Conditions:**

a.	
b.	
c.	
d.	

WITNESS the following signatures this _____ day of _____ , _____ .
(month) (year)

BY:	
	AUTHORIZED AGENT/LANDOWNER

BY:		
	AUTHORIZED AGENT/LANDOWNER	Witness

BY:	
	Department of Mines, Minerals and Energy Division of Gas and Oil